Company Tracking Number: LS-33A

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single

Life

Product Name: Simplified Whole Life Conversion Policy

Project Name/Number: /

Filing at a Glance

Company: Wilton Reassurance Life Company of New York

Product Name: Simplified Whole Life SERFF Tr Num: MWSG-State: ArkansasLH

Conversion Policy 125990368

TOI: L07I Individual Life - Whole SERFF Status: Closed State Tr Num: 41944

Sub-TOI: L07I.101 Fixed/Indeterminate Co Tr Num: LS-33A State Status: Approved-Closed

Premium - Single Life

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: June Stracener, Lori

Marsh

Date Submitted: 01/26/2009 Disposition Status: Approved

Disposition Date: 01/30/2009

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile: 11/28/2008

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 01/30/2009

State Status Changed: 01/30/2009 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This is a new form and does not replace any previously approved form. A substantially similar form (modified only to recognize New York state specific requirements) was approved by the Company's state of domicile, New York, on November 28, 2008.

Company Tracking Number: LS-33A

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single

Life

Product Name: Simplified Whole Life Conversion Policy

Project Name/Number:

This policy form is an individual whole life insurance policy. This is a non-participating policy and no dividends will be payable thereunder. This form does not have any unique features and will be available only as a conversion policy. As a result, there is no application for this policy.

This policy is intended to be issued on a sex-distinct basis. It will not be issued in any employer-employee situations subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964.

There are no marketing materials for this policy. It will not be illustrated because it is available only as a conversion plan and is not otherwise solicited.

To the best of the Company's knowledge, information and belief, the form submitted herewith is in compliance in all respects with the provisions of the insurance laws, rules and regulations of your state, and contains no provisions previously disapproved by your Department.

This form is in final print. The Company reserves the right to change the appearance and pagination but not the text of this form to comply with future changes in print systems. No font will be less than a 10-point font size. The Company also reserves the right to change the color and/or weight of the paper on which this form is printed and to correct typographical errors without refiling.

Company and Contact

Filing Contact Information

(This filing was made by a third party - MWSGW01)

Rick Campbell, Attorney rcampbell@mwsgw.com
425 West Capitol Avenue (501) 688-8882 [Phone]
Little Rock, AR 72201-3525 (501) 688-8807[FAX]

Filing Company Information

Wilton Reassurance Life Company of New York CoCode: 60704 State of Domicile: New York

187 Danbury Road Group Code: 4213 Company Type: Life

Riverview Building, 3rd Floor

Wilton, CT 06897 Group Name: Wilton Re US Group State ID Number:

(203) 762-4438 ext. [Phone] FEIN Number: 94-1516991

Company Tracking Number: LS-33A

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single

Life

Product Name: Simplified Whole Life Conversion Policy

Project Name/Number:

Company Tracking Number: LS-33A

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single

Life

Product Name: Simplified Whole Life Conversion Policy

Project Name/Number:

Filing Fees

Fee Required? Yes Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: Arkansas charges \$ 50 per filing. New York's fee is purely retaliatory.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Wilton Reassurance Life Company of New York \$50.00 01/26/2009 25262199

Company Tracking Number: LS-33A

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single

Life

Product Name: Simplified Whole Life Conversion Policy

Project Name/Number:

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	01/30/2009	01/30/2009

Company Tracking Number: LS-33A

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single

Life

Product Name: Simplified Whole Life Conversion Policy

Project Name/Number: /

Disposition

Disposition Date: 01/30/2009

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: LS-33A

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single

Life

Product Name: Simplified Whole Life Conversion Policy

Project Name/Number:

Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Authorization Letter		Yes
Supporting Document	Cover Letter Dated 1-26-09		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document	Complaint Notice		Yes
Supporting Document	Guaranty Association Notice		Yes
Supporting Document	Policy Summary		Yes
Form	Whole Life Policy		Yes

Company Tracking Number: LS-33A

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single

Life

Product Name: Simplified Whole Life Conversion Policy

Project Name/Number: /

Form Schedule

Lead Form Number: LS-33A AR

Review	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Status	Number			Data		
	LS-33A AF	R Policy/Cont Whole Life Policy	Initial		51	AR WL
		ract/Fratern				Policy- 10-23-
		al				08.pdf
		Certificate				

Wilton Reassurance Life Company of New York

A member of the Wilton Re Group

Home Office: [Rye Brook, New York 10573]

[Administrative Office: P.O. Box 305015 – Nashville, Tennessee 37230-5015]

INSURED [JOHN DOE]

AGE [35]

POLICY NUMBER [L009999950]

POLICY DATE [JUNE 1, 2008]

PLAN WHOLE LIFE PAID UP AT 95 PREFERRED

INITIAL AMOUNT [\$100,000]

We agree to pay the face amount of this policy to the Beneficiary when we receive due proof of the Insured's death while the policy is in force. Payment is subject to the terms of this policy.

The information on the Policy Schedule and the conditions and provisions on this and the following pages are part of the policy.

Right to Examine Policy. You may return this policy for any reason within [10] days after you receive it. It can be returned by delivering or mailing it to us at our Administrative Office shown above or to the insurance agent through whom it was purchased. If returned, the policy is considered void from the beginning. Any premium paid on it is then refunded.

This policy is issued by Wilton Reassurance Life Company of New York, a stock company, at its Administrative Office.

Senior Vice President,

General Counsel & Secretary

Chairman & Chief Executive Officer

Whole Life Policy
Insurance Payable at Death
Schedule of Benefits and Premiums – See Policy Schedule
Non-Participating – Not Eligible for Dividends

In this policy:

"You" or "your" means the Owner as shown in the Policy Schedule or the latest change filed with us.

"We," "our" or "us" means Wilton Reassurance Life Company of New York.

INDEX

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Any Riders follow page 10.

READ YOUR POLICY CAREFULLY. IT IS A LEGAL CONTRACT BETWEEN YOU AND US.

The Policy Schedule is found immediately following this page.

LS-33A AR 2

Policy Schedule

POLICY OWNER [JOHN DOE]

INSURED [JOHN DOE] [35 MALE] AGE AND SEX

POLICY NUMBER [L009999950] [JUNE 1, POLICY DATE

2008]

PLAN WHOLE LIFE PAID UP AT 95 [\$100,000] FACE AMOUNT

PREFERRED

[JUNE 1, MATURITY

2093] DATE

SCHEDULE OF BENEFITS AND PREMIUMS

ANNUAL YEARS
BENEFITS PREMIUM PAYABLE

WHOLE LIFE PAID UP AT 95 \$ [1,130.00] [60]

INITIAL ANNUAL PREMIUM [1,130.00]

PREMIUM CLASS: [STANDARD]

Policy Schedule

INSURED [JOHN DOE] POLICY NUMBER [LS33ANY3]

TABLE OF VALUES

			EXTEN	
	TADIH AD CASH OD	DEDUCED DAID LID	<u>INSUR</u>	ANCE
END OF VEAD	TABULAR CASH OR	REDUCED PAID-UP	VEADC	DAMO
END OF YEAR	<u>LOAN VALUE</u>	<u>INSURANCE</u>	<u>YEARS</u>	<u>DAYS</u>
1	[0]	0	0	0
2	0	0	0	0
3	0	0	0	0
4	784	3,450	5	275
5	1,835	7,804	10	332
6	2,919	11,988	14	285
7	4,035	16,003	17	130
8	5,185	19,863	19	107
9	6,371	23,581	20	260
10	7,593	27,159	21	273
11	8,849	30,598	22	201
12	10,138	33,897	23	71
13	11,458	37,051	23	256
14	12,808	40,065	24	29
15	14,189	42,940	24	114
16	15,606	45,691	24	162
17	17,062	48,334	24	181
18	18,557	50,874	24	175
19	20,091	53,317	24	150
20	21,660	55,662	24	106
Age 60	31,770	67,941	22	275
Age 65	40,754	75,732	20	269

Nonforfeiture interest rate 5%

Nonforfeiture factor 1,067.80

OWNERSHIP, ASSIGNMENT AND BENEFICIARY PROVISIONS

Owner. The Owner on the Policy Date is as shown on the Policy Schedule. If no other Owner is designated, the Insured is the Owner.

Rights of Owner. While the Insured is alive, you may exercise all rights and privileges under the policy including the right to: (a) agree with us to any change in or amendment to the policy; (b) transfer all the rights and privileges in the policy to another person; and (c) assign the policy.

All your rights as Owner are exercised without the consent of anyone if you have reserved the right to change the Beneficiary and the policy is not assigned. If the policy is assigned, then such rights may be exercised only with the consent of any assignee recorded with us. Consent of the Beneficiary is also required if you have not reserved the right to change the Beneficiary.

Unless provided otherwise, if the Owner is a person other than the Insured and dies before the Insured, all rights of ownership are vested in your executors, administrators, heirs or assigns.

Transfer of Ownership. You may transfer ownership. On the effective date of transfer, the transferee becomes the Owner and has all rights of ownership. You may revoke any transfer prior to its effective date.

Unless provided otherwise, a transfer does not affect the interest of any Beneficiary designated prior to the effective date of the transfer.

A transfer of ownership, or a revocation of transfer, must be: (a) in writing on a form satisfactory to us; and (b) filed at the Administrative Office. A transfer, or a revocation, is not effective until received by us. When a transfer or revocation is received, it takes effect as of the date specified by you. Any payment made or any action taken or allowed by us before the transfer or the revocation is received is without prejudice to the Company.

Assignment. We are not affected by any assignment of the policy until the original assignment or a certified copy of the assignment is received by us at the Administrative Office. When an assignment is received, it takes effect as of the date specified by you. Any action taken or allowed by us before the assignment is received is without prejudice to the Company.

We are not responsible for the validity or sufficiency of any assignment. An assignment of the policy operates so long as the assignment stays in force.

Beneficiary. A Beneficiary may be designated by you from time to time on a form satisfactory to us. A request for change of Beneficiary must be: (a) in writing on a form satisfactory to us; and (b) filed at the Administrative Office. The request must be signed by the Beneficiary if the Beneficiary is an irrevocable beneficiary.

A change of Beneficiary is not effective until received by us. When a change of Beneficiary is received, whether or not the Insured is then alive, it takes effect as of the date the request was signed. Any payment made or any action taken or allowed by us before the change of Beneficiary is received is without prejudice to the Company.

Unless provided otherwise, the right to change any Beneficiary is reserved to you.

Common Disaster. If any Beneficiary who would otherwise receive death proceeds dies with the Insured in a common disaster, it must be proved to our satisfaction that the Insured died first. Unless proved otherwise, the proceeds are payable as if such Beneficiary died before the Insured.

PREMIUM AND REINSTATEMENT PROVISIONS

Payment of Premiums. Premiums are due annually in advance while the Insured is alive. All premiums are payable at our Administrative Office or to our authorized agent. A receipt signed by us is furnished on request. The first premium is due on the Policy Date. The amounts of premium payments and the years payable are shown in the Policy Schedule. Premium dates and policy years, months and anniversaries are computed from the Policy Date.

Premiums may be paid annually, semiannually or quarterly. The frequency of premium payment may be changed as of any policy anniversary, subject to our minimum premium requirements then in effect. Premiums for the frequency requested are based on our rates in effect on the Policy Date. The method of payment of the first premium is shown on the Policy Schedule.

The policy does not take effect until the later of: (1) our receipt of a written request for this policy and (2) payment of the first premium while the Insured is alive.

Grace Period. A grace period of 31 days is granted for the payment of every premium after the first. The insurance continues in force during the grace period. If, however, a claim by death during the grace period is payable under the policy, the premium for the policy month in which death occurs is deducted from the proceeds.

Default in Payment of Premiums. Any premium not paid before the end of its grace period results in default. The date of default is the date on which the unpaid premium was due. Default terminates this policy, except as stated in the Nonforfeiture Provisions.

Reinstatement. The policy may be reinstated within three years after default. Reinstatement is effective when we receive: (a) written applications for reinstatement; (b) evidence of insurability satisfactory to us; (c) payment of all premiums due with 6% interest; and (d) payment or reinstatement of any debt against the policy with 6% interest. Interest is payable on premiums and indebtedness to the date of reinstatement.

Premium Refund at Death. We agree to pay to the Beneficiary the portion of any premium paid for a period beyond the policy month in which the Insured dies. Such refund is made as shown in Payment of Proceeds.

LOAN PROVISIONS

Cash Loans. After a cash value is available, we agree to grant a loan against the policy if: (a) no premium is due beyond its grace period; (b) a proper loan agreement is executed; and (c) a satisfactory assignment of the policy to us is made. The policy is the sole security for the loan. The amount of the loan with interest may not exceed the net cash value at the end of the period for which premiums have been paid.

We may defer a loan for six months from the date of the request for the loan. We will not, however, defer a loan to be used to pay premiums on the policy.

If this policy lapses in a policy year as the result of a change in the loan interest rate during the policy year, the policy will stay in force until the time it would have otherwise ended had the loan interest rate not changed or until the end of the policy year, if earlier.

Automatic Premium Loans. On written request from you before any premium is due beyond its grace period, automatic premium loans may be elected.

Any premium falling due, if not paid, is automatically charged as a loan against the policy provided: (a) an automatic premium loan election is then in effect; and (b) such loan with interest does not exceed the net cash value of the policy at the next premium due date.

While the policy is so continued in force, premium payments can be resumed without evidence of insurability.

If the net cash value is not sufficient to cover the entire premium on any premium due date, the premium is not charged as a loan but the automatic option of Nonforfeiture Options will apply.

An automatic premium loan election may be revoked at any time in writing by you.

Loan Interest. Interest on policy loans is at the rate set by us from time to time. Any change in the interest rate will apply to all loan balances outstanding at the time. The interest rate charged will not exceed the greater of: (1) the Published Monthly Average (as defined below) for the calendar month ending two months before the date on which the rate is determined; or (2) the nonforfeiture interest rate shown in the Policy Schedule plus one percent per year. The maximum interest rate is determined once every 3 calendar months. We may increase the interest rate when such an increase, as determined above, will be or exceed 1/2% per year.

We will reduce the interest rate whenever such a reduction, as determined above, will be or exceed ½% per year.

The "Published Monthly Average" is Moody's Corporate Bond Yield Average-Monthly Average Corporates as published by Moody's Investors Service, Inc., or any successor to it. If Moody's Corporate Bond Yield Average-Monthly Average Corporates is no longer published, the Published Monthly Average will be a substantially similar average established by regulation issued by the insurance supervisory official of the jurisdiction where this policy is delivered.

We'll notify you of the initial interest rate at the time you ask for the loan in writing. In case of an automatic premium loan, we'll notify you of the interest rate in effect as soon as reasonably possible after making the first loan. We'll also notify you of any change in the interest rate applicable to an outstanding policy loan.

Loan interest is payable annually on each policy anniversary or as otherwise agreed in writing by you and us. Interest not paid when due is added to the loan and bears interest at the same rate. Interest, as it accrues from day to day, is a debt.

Loan Values. Your loan including unpaid and accrued interest may equal or exceed the cash value. This may happen because: (a) loan interest has not been paid when due; or, (b) the loan interest rate has been increased by us. If the loan interest rate has not been changed, we will notify you by mail to your last known address in the event that the debt equals or exceeds the cash value. If you take no action, the policy is void 31 days after we mail the notification.

If the loan interest rate changes and the debt equals or exceeds the cash value, we will also notify you. If you take no action, the policy is void at the end of the policy year or an earlier date based on the unchanged loan interest rate. We will tell you this date.

We will also notify any assignee of record in either event.

Loan Repayment. Your loan including paid and accrued interest may be repaid in part or in full at any time while the insured is alive and this policy is in force other than under the Extended Insurance Nonforfeiture Option.

NONFORFEITURE PROVISIONS

Nonforfeiture Options. On default in payment of any premium after a cash value is first available under the policy and during the 90 days after the due date of such premium in default, the following options are available:

- **1. Net Cash Value**. On surrender of the policy, we agree to pay a net cash value. The net cash value is equal to the cash value as determined under Nonforfeiture Values less any debt against the policy. We may defer payment of any net cash value for a period not exceeding six months from the date of request for payment.
- **2. Paid-Up Insurance**. On surrender of the policy, we grant paid-up insurance, payable at a like time and in like manner as the original policy. The amount of the paid-up insurance is that which the policy's net cash value purchases when applied as a net single premium at the insured's then attained age. The paid-up insurance does not include any supplementary or additional benefits provided by rider under the original policy; or
- **3 Extended Insurance.** (This option is not available if the premium class as shown in the Policy Schedule is "Special.") The insurance is extended for the face amount of the policy less any debt against the policy. This insurance is for such period as the net cash value purchases when applied from the due date of the premium in default as a net single premium at the Insured's then attained age. The extended insurance will not include any supplementary or additional benefits provided by rider under the original policy.

Automatic Option. Extended insurance is the automatic option if it is available. Otherwise, paid-up insurance is the automatic option. The automatic option takes effect as of the due date of the premium in default if: (a) another available option has not been elected within 31 days of such due date; and (b) the Automatic Premium Loans provision does not apply.

Surrender of Paid-Up and Extended Insurance. The paid-up or extended Insurance may be surrendered at any time. Paid-up insurance may be surrendered for its net cash value. We grant a loan against the net cash value of any paid-up insurance. The net cash values of paid-up insurance and extended insurance are equal to

the present value of the respective benefits less any debt against the policy. The net cash value within 30 days after a policy anniversary is computed as of such anniversary.

Nonforfeiture Values. Values for this policy are shown in the Table of Values. They are computed by the Standard Nonforfeiture Value Method using the applicable nonforfeiture factors shown in the Policy Schedule. Values shown apply only if the policy is free from debt. Values for policy years not shown are furnished on request.

Values are shown for the end of a policy year where premiums have been paid for the full policy year. If premiums have been paid for part of a policy year in which default occurs, values are calculated on a basis consistent with that used to calculate values for a whole policy year. Allowance is made for the lapse of time and premiums paid within such policy year.

Values and net single premiums are based on: (a) the interest rate used to compute the cash value as shown in the Policy Schedule, (b) mortality as provided in the Commissioners 2001 Standard Ordinary Mortality Tables and, for extended insurance calculations, the Commissioners 2001 Extended Term Tables (male and female as appropriate); and (c) on the assumption that death benefits are payable at the end of the policy year in which the Insured dies.

Values are at least equal to those required by statute of the jurisdiction in which this policy is delivered. A detailed statement of the method of computing values has been filed with the insurance supervisory official of that jurisdiction.

GENERAL PROVISIONS

The Policy. The policy and the application for the policy, if any, are the entire contract between the parties. Each statement made in the application, if any, is deemed a representation and not a warranty. No statement shall be used in defense of a claim under the policy unless it is contained in the application, if any, and a copy of such application is attached to the policy when issued.

Only the President, a Vice-President or Secretary of the Company may make or modify this contract.

Non-Participation. The policy is not entitled to share in profits or surplus.

Payment of Proceeds. Prior to the Maturity Date, the policy proceeds are payable at the Administrative Office when we receive due proof of the death of the Insured. We may require return of the policy. When settlement is made: (a) the portion of any premium paid for the period beyond the policy month in which such Insured's death occurs is added to the proceeds; and (b) any premium due for the policy month in which such Insured's death occurs will be deducted from the proceeds.

If the Insured is alive on the Maturity Date, we will pay the net cash value to the Owner. Payment will terminate this policy. We may require that the policy be returned to us before we make any payment.

The policy proceeds will be paid in a single sum or as agreed to in writing by you and Us. If policy proceeds have not been paid within 30 days after due proof of death is received, interest will be added to this amount at a rate of 8% per year.

Claims of Creditors. The proceeds and any income payment under the policy are not subject to the claims of creditors to the extent allowed by law.

Rates of Interest. All interest rates in this policy are stated at the annual rate. Interest is compounded annually.

Definition of Age. As used in this policy, age means age nearest birthday. Any reference to age means the policy anniversary on which the Insured's age is the specified age.

Misstatement of Age and Sex. If the age or sex of the Insured is misstated, our liability is the amount of insurance which the premium paid would have purchased for the correct age and sex according to our rates in effect on the Policy Date.

Suicide Exclusion. Suicide of the Insured, within two years from the Policy Date is a risk not assumed under this policy. In such event, we agree to pay to the Beneficiary an amount equal to the premiums paid. For

purposes of this provision, the Policy Date shall be the Policy Date of the policy from which conversion has been made and shall not begin anew under this policy.

Incontestability. Except for nonpayment of premiums, the policy is incontestable after it has been in force during the Insured's lifetime for two years from the Policy Date. A reinstated policy is incontestable after it has been in force during the Insured's lifetime for a period of two years from the date of reinstatement. We may contest the reinstated Policy only with respect to material misrepresentations made in the application for reinstatement. For purposes of this provision, the Policy Date shall be the Policy Date of the policy from which conversion has been made and shall not begin anew under this policy.

Wilton Reassurance Life Company of New York

A member of the Wilton Re Group

Home Office: [6 International Drive, Rye Brook, New York 10573]

[Administrative Office: P.O. Box 305015 – Nashville, Tennessee 37230-5015]

Whole Life Policy
Insurance Payable at Death
Schedule of Benefits and Premiums – See Policy Schedule
Non-Participating – Not Eligible for Dividends

10

LS-33A AR

Company Tracking Number: LS-33A

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single

Life

Product Name: Simplified Whole Life Conversion Policy

Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MWSG-125990368 State: Arkansas 41944 Filing Company: Wilton Reassurance Life Company of New York State Tracking Number: Company Tracking Number: LS-33A TOI: L07I Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life Product Name: Simplified Whole Life Conversion Policy Project Name/Number: **Supporting Document Schedules Review Status:** Flesch Certification Satisfied -Name: 01/15/2009 Comments: Attachment: Flesch Score Certification.pdf **Review Status:** Satisfied -Name: Statement of Variability 01/16/2009 Comments: Attachment: Statement of Variability.pdf **Review Status: Authorization Letter** Satisfied -Name: 01/17/2009 Comments: **Attachment:** Authorization Letter.pdf **Review Status:** Cover Letter Dated 1-26-09 Satisfied -Name: 01/17/2009 Comments:

Attachment:

AR Cover Letter Dated 1-26-09.pdf

Review Status:

Certification of Compliance Satisfied -Name: 01/17/2009

Comments: Attachment:

AR Certificate of Compliance.pdf

Review Status:

Company Tracking Number: LS-33A

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single

Life

Product Name: Simplified Whole Life Conversion Policy

Project Name/Number:

Satisfied -Name: Complaint Notice 01/17/2009

Comments: Attachment:

AR COMPLAINT NOTICE.pdf

SERFF Tracking Number: MWSG-125990368 State: Arkansas

Filing Company: Wilton Reassurance Life Company of New York State Tracking Number: 41944

Company Tracking Number: LS-33A

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single

Life

Product Name: Simplified Whole Life Conversion Policy

Project Name/Number: /

Review Status:

Satisfied -Name: Guaranty Association Notice 01/17/2009

Comments: Attachment:

AR Guaranty Assn Notice.pdf

Review Status:

Satisfied -Name: Policy Summary 01/17/2009

Comments: Attachment:

Policy Summary.pdf

FLESCH SCORE CERTIFICATION

Form Number (may vary by state)

LS-33A

Flesch Score

I certify that the machine scored Flesch Readability score for the above mentioned form is accurate.

Enrico J. Treglia, Senior Vice President

2007 Jo

WILTON REASSURANCE LIFE COMPANY OF NEW YORK STATEMENT OF VARIABILITY

December 24, 2008

Variable material is denoted by brackets.

Page 1:

- Home office and Administrative Office addresses bracketed to allow for change.
- Right to Examine period bracketed to allow change in replacement situations.
- Company officer signature bracketed to allow for change in officer.

Page 3:

- Insured, Age and Sex, Policy Date, Date of Issue, Policy Number, Policy Date, Face Amount, Annual Premium, Years Payable, Initial Annual Premium are "John Doe" information and will vary by insured.
- Premium Classes will show one of the following: Standard or Preferred

Page 3A:

• Insured, Policy Number and values within Table of Values are "John Doe" information and will vary by insured.

Back Cover:

• Home office and Administrative Office addresses bracketed to allow for change.



January 15, 2009

INSURANCE COMMISSIONER

This letter, or a copy thereof, will authorize Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to represent Wilton Reassurance Life Company of New York in any matters related to the submission of policy forms to your state.

Very truly yours,

Enrico J. Treglia
Senior Vice President,
Chief Operating Officer

FREDERICK K. CAMPBELL DIRECT DIAL: 501-688-8882 E-MAIL: RCAMPBELL@MWSGW.COM 425 WEST CAPITOL AVENUE, SUITE 1800 LITTLE ROCK, ARKANSAS 72201-3525 TELEPHONE 501-688-8800 FAX 501-688-8807

January 26, 2009

The Honorable Jay Bradford Commissioner of Insurance Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

Attn: Mr. Dan Honey

Director, Life and Health

Re: WILTON REASSURANCE LIFE COMPANY OF NEW YORK

NAIC # 60704; FEIN # 94-1516991

• Whole Life Policy (Form LS-33A AR)

SERFF Filing No. MWSG-125990368

Dear Commissioner Bradford:

On behalf of our client, Wilton Reassurance Life Company of New York ("Wilton Re" or the "Company"), a licensed insurer in your state, we are enclosing the above-referenced form for your review and approval. We are also enclosing the following:

- 1. The Company's letter authorizing Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to make this filing on the Company's behalf;
- 2. An Actuarial Memorandum;
- 3. A Flesch Score Certification;
- 4. A Statement of Variability;
- 5. An Executed Certification of Compliance; and
- 6. A Policy Summary.

The filing fee of \$50 is being sent to you via EFT.

This is a new form and does not replace any previously approved form. A substantially similar form (modified only to recognize New York state specific requirements) was approved by the Company's state of domicile, New York, on November 28, 2008.

The Honorable Jay Bradford January 26, 2009 Page 2

Policy form LS-33A AR is an individual whole life insurance policy. This is a non-participating policy and no dividends will be payable thereunder. This form does not have any unique features and will be available only as a conversion policy. As a result, there is no application for this policy.

This policy is intended to be issued on a sex-distinct basis. It will not be issued in any employer-employee situations subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964.

There are no marketing materials for this policy. It will not be illustrated because it is available only as a conversion plan and is not otherwise solicited.

To the best of the Company's knowledge, information and belief, the form submitted herewith is in compliance in all respects with the provisions of the insurance laws, rules and regulations of your state, and contains no provisions previously disapproved by your Department.

This form is in final print. The Company reserves the right to change the appearance and pagination but not the text of this form to comply with future changes in print systems. No font will be less than a 10-point font size. The Company also reserves the right to change the color and/or weight of the paper on which this form is printed and to correct typographical errors without refiling.

If you have any questions or need anything further to expedite the review and approval of this filing, please contact me at (501) 688-8882 or my paralegal, June Stracener, at (501) 370-4225. Thank you for your assistance in this matter.

Sincerely,

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C.

By

Frederick K. Campbell

FKC:ka Enclosures

cc: Ms. Patricia Harrigan

CERTIFICATION

I, <u>Enrico J. Treglia</u>, <u>Senior Vice President</u> of <u>Wilton Reassurance Company of New York</u>, do hereby certify that the Form identified below complies with:

- Arkansas Rule and Regulation 19, Unfair Sex Discrimination in the Sale of Insurance.
- Arkansas Rule and Regulation 49, Life and Health Insurance Guaranty Association Notices.
- Arkansas Code Annotated § 23-79-138 as provided for in Bulletin 11-88, Consumer Information Notice.

WILTON REASSURANCE LIFE COMPANY OF NEW YORK

Enrico J. Treglia Senior Vice President

Date: ______ January 15, 2009

Name of Form

Form Number

Whole Life Policy

LS-33A AR

Wilton Reassurance Life Company of New York

A member of the Wilton Re Group

IMPORTANT INFORMATION

If you have any questions concerning your Policy, you may contact the following:

Wilton Reassurance Life Company of New York P. O. Box 477920 Broadview Heights, OH 44147-7920 [866-313-6211]

> Arkansas Insurance Department 1200 West Third Street Little Rock, AR 72201 800-282-9134

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association c/o The Liquidation Division 1023 West Capitol Little Rock, Arkansas 72201

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state):
- The insurer was not authorized to do business in this state:
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do mot_not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they

provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

WILTON REASSURANCE LIFE COMPANY OF NEW YORK

STATEMENT OF POLICY COST AND BENEFIT INFORMATION

PREPARED FOR - JAMES DOE POLICY - 0000002

DATE - 6/17/2008

THIS IS AN ANALYSIS OF YOUR WHOLE LIFE POLICY, WHICH IS LEVEL PREMIUM WHOLE LIFE INSURANCE. IF YOU HAVE ANY QUESTIONS ABOUT YOUR POLICY OR THIS SUMMARY, WRITE TO P.O. BOX 305015, NASHVILLE, TN, 37230-5015.

INSURED		AGE AT ISSUE 35	SEX M		AMOUNT OF INSURANCE \$50,000	
	PREMIUM AND BENEFIT INFORMATION					
	YEARS	ANNUAL PREMIUM	DEATH BENEFITS	SURRENDER VALUE		COVERAGE AND PAYMENT TERMINATION
WHOLE	1	570.00	50,000	0.00	0.00	COVERAGE
LIFE	2	570.00	50,000	0.00	0.00	FOR LIFE;
POLICY	3	570.00	50,000	0.00	0.00	PAYMENT
	4	570.00	50,000	391.80	0.00	TERMINATES
	5	570.00	50,000	917.66	0.00	AT AGE 95
	10	570.00	50,000	3,796.29	0.00	
	20	570.00	50,000	10,830.22	0.00	
AT AG	GE 65	570.00	50,000	19,470.15	0.00	
LIFE INSURANCE COST INDEXES						
		NET PAYMENTS ATSU		RRENDER AT		
		10 YEARS	20 YEARS	10 YEAI	RS 20 YEA	RS
WHOLE LIFE POLICY		11.40	11.40	5.65	5.16	

EXPLANATION OF THE INTENDED USE OF THE INDEXES IS PROVIDED IN THE LIFE INSURANCE BUYERS GUIDE. THESE INDEXES ARE USEFUL ONLY FOR THE COMPARISON OF THE RELATIVE COSTS OF TWO OR MORE SIMILAR POLICIES.

THE EFFECTIVE POLICY LOAN ANNUAL PERCENTAGE RATE IS 8.00% APPLIED IN ARREARS.